

APPENDIX B TO ANNEX 18

MEMORANDUM OF UNDERSTANDING
BETWEEN
SOUTH CAROLINA EMERGENCY MANAGEMENT DIVISION
AND
SOUTH CAROLINA FOOD BANK ASSOCIATION

I. PURPOSE

This Memorandum of Understanding (hereafter MOU) is made and entered into by and between the South Carolina Emergency Management Division (hereafter SCEMD) and the South Carolina Food Bank Association (hereafter SCFBA).

II. AUTHORITY

This MOU is made under the authority of 25 SC Code Ann Regs 58-101(A)(1)(2001). Under this provision, SCEMD may, by agreement or operation of law, charge persons or groups with duties incident to the protection of life and property within the state during an emergency. This agreement will be governed by and construed in accordance with the law of the State of South Carolina.

III. RECITALS

WHEREAS, the South Carolina Emergency Management Division has statutory responsibility under 25 SC Code Ann Regs 58-101(A)(1)(2001) to prevent, minimize and repair injury and damage resulting from any type of disaster.

WHEREAS, the South Carolina Emergency Management Division designates the Harvest Hope Food Bank, as the Lead Disaster Food Bank Unit (hereafter LDFBU) of the South Carolina Food Bank Association (hereafter Association), as a support agency to Emergency Support Function 11 (ESF-11) (Food Services) with responsibilities to coordinate the receipt, storage, and distribution of unsolicited donated food and grocery items as part of the South Carolina Donated Goods and Volunteer Services Management System (hereafter DGVSMS). The State further recognizes that HHFB and the members of SCFBA are non-profit organizations (with finite resources) and it is in the best interest for all disaster response efforts to maximize efficiencies. Normal distribution methods and daily “food banking”/hunger relief practices need to be reestablished by HHFB and SCFBA as soon as possible after a disaster situation is under control.

WHEREAS, the South Carolina Food Bank Association has designated through the SCFBA Disaster plan, Harvest Hope Food Bank as LDFBU; however, if HHFB location becomes severely affected as a result of a disaster, functions of LDFBU would be transferred to one of the four other food banks within SC as deemed appropriate by the SCFBA.

IV. DUTIES AND RESPONSIBILITIES

NOW, THEREFORE, the parties agree as follows:

- A. Parties: The Parties to the MOU are:
 - 1. South Carolina Food Bank Association
 - 2. South Carolina Emergency Management Division as the representative of the State of South Carolina
- B. Term: The agreement shall become effective upon execution by all parties and shall remain in effect until termination in writing. Any party, in writing with or without cause, may make such termination at any time. Any termination under this MOU shall be without prejudice or hardship to any obligations and liabilities of any party already accrued prior to such termination.
- C. Activation: The agreement shall be activated by request of the SCEMD in coordination with Emergency Support Function (ESF) 18.
- D. Terms and Conditions: The interchange provided by this agreement shall be handled as follows:
 - 1. HHFB will provide coordination and management of the receipt, storage, and distribution of unsolicited donated food and grocery items during a disaster or emergency. In order to accomplish this, HHFB will:
 - a. Operate in accordance with its day-to-day procedures for receipt, storage, distribution and overall management of donated food items. HHFB and SCFBA shall be the final authority on all matters dealing with food safety, applicability and integrity standards – in regards to unsolicited donated food and grocery items during times of disaster response.
 - b. Provide a representative for ESF-11 from the SCFBA in the State Emergency Operations Center on Fish Hatchery Road, West Columbia.
 - c. Increase distribution schedule as necessary in accordance with the SC Food Bank Association Disaster Plan and the America's Second Harvest Disaster Plan to meet the demand for food.

- d. Respond to requests for food (uncooked) from county EOCs where the normal distribution system has been inadequate or overburdened as a direct result of a disaster.
 - e. Request equipment and supplies augmentation to ESF-11 as needed according to the South Carolina Food Bank Association Disaster Plan (2000) and the America's Second Harvest Disaster Relief Response Plan (2000). Provide qualified operators, either paid staff or volunteers, for the equipment.
 - f. When all resources of South Carolina Food Bank Association have been exhausted, request equipment and surplus augmentation to ESF-11.
 - g. Retain surplus unsolicited donated food and grocery items remaining when these food items are no longer needed in the disaster area.
2. State will:
- a. Alert HHFB for further notification of all members of SCFBA in anticipation of possible activation of Donated Goods and Volunteer Services Management System.
 - b. Provide notice of requesting activation of the DGVSMS through ESF-11 to HHFB for further notification of all members of the SCFBA.
 - c. Provide directly or through reimbursement all reasonable equipment and supplies that the HHFB and SCFBA or other members of SCFBA acting as LDFBU may need to complete tasks, including but not limited to, rental trucks, forklifts, pallets, boxes, and tape.
 - d. Train HHFB and SCFBA personnel in the use of I.R.I.S. management software program and other operational procedures in the SEOC.
 - e. Ensure, through ESF-18, that SCFBA is incorporated into the overall DGVSMS.
 - f. Provide all disaster related travel documents and permits needed by HHFB and SCFBA to ensure vehicles can enter and exit declared disaster areas efficiently and safely.

- g. Share information with HHFB and SCFBA on potential sources of transportation (truck/ship/rail/air) services and labor, both civilian and military.
- h. As permitted by law, offer surplus products to HHFB and SCFBA for use in disaster and/or regular hunger relief operations.
- i. Make every effort to minimize burdensome requirements (paperwork, reports, presentation, etc.) on HHFB and SCFBA, in conjunction with disaster relief activities.
- j. Include HHFB and the members of SCFBA in all disaster public information pieces and press releases where applicable.
- k. Support HHFB and SCFBA in promoting donations intelligence as part of an overall public education component in disaster mitigation and response.

V. INDEMNIFICATION AND LIABILITIES

- A. SCFBA shall be solely responsible to parties with whom it shall deal in carrying out the terms of this agreement and shall save the State harmless against all claims of whatever nature by third parties arising out of the performance of work under this agreement. For purposes of this agreement, HHFB and SCFBA agree that it is not an employee or agent of the State, but is an independent 501 (c) (3) non-profit organization and as such must abide by strict Federal regulations that govern the handling and accountability for donated goods.
- B. To the extent permitted by law, the State shall be solely responsible to parties with whom it shall deal in carrying out the terms of this agreement and shall save the HHFB and SCFBA harmless against all claims of whatever nature by third parties arising out the performance of work under this agreement.
- C. The State recognizes that HHFB, SCFBA, its staff and volunteers are not employees or agents of the State in any form and that they maintain their own system of management and personnel policies.
- D. Nothing herein is intended to serve as a waiver of sovereign immunity by any party or recipient to whom sovereign immunity applies. Nothing herein shall be construed as consent by a state agency or subdivision of the State of South Carolina to be sued by third parties in any matter arising out of any contract.

- E. SCFBA agrees to indemnify, defend, and hold free and harmless, the State and each of its members, agents, servants, employees, officers, and directors, from and against any and all actions, claims, liabilities, assertions of liability, losses, costs, and expenses including, but not limited to, attorney fees, reasonable investigative and discovery costs, and court costs, which in any manner may arise or be alleged to have arisen, or resulted, or alleged to have resulted, from the presence and activities, or any nature or otherwise of SCFBA, its agents, servants, or employees relating to this MOU, including but not limited to, claim or claims for bodily injury or death of persons, and for loss of or damage to property, including claims or loss by the State or its agents, servants, and employees.
- F. The State agrees to indemnify, defend, and hold free and harmless to the extent permitted by law, HHFB and SCFBA and each of its volunteers, members, agents, servants, employees, officers, and directors from and against any and all actions, claims, liabilities, assertion of liability, losses, costs, and expenses including, but not limited to, attorney fees, reasonable investigative and discovery costs, and court costs, which in any manner may arise or be alleged to have arisen, or resulted, or alleged to have resulted, from the presence and activities, or any nature or otherwise of the State its agents, servants, or employees relating to this MOU, including but not limited to claim or claims for bodily injury or death of persons, and for loss of or damage to property, including claims or loss by the State or its agents, servants, and employees.

VI. INTEGRATION

This agreement contains the entire understanding of the parties with respect to the subject matter of the agreement, and it supersedes all prior understandings, and agreements, whether written or oral, and all prior dealings of the parties with respect to the subject matter herein.

VII. MODIFICATIONS

This MOU may be modified or amended only by an instrument in writing signed by the parties hereto.

VIII. EFFECTIVE DATE AND EXECUTION

This MOU becomes effective upon execution of the signatures of all parties to the MOU. The date of execution shall be the date of the last signature.

In Witness Whereof, the signing parties have caused this agreement to be executed by and between them.

/s/ Ronald C. Osborne

Ronald C. Osborne, Director
S. C. Emergency Management Division
Governor's Authorized Representative

May 21, 2002

Date

/s/ Archie McRee

Archie McRee, Chair
South Carolina Food Bank Association

May 30, 2002

Date

/s/ Denise Holland

Denise Holland, Executive Director
Harvest Hope Food Bank as LDFBU

May 28, 2002

Date